

TRANSFER

WARRANTY DEED
Statutory Short FormTAX
PAID

38-76

030891

We, **PERCY B. SMITH, JR.** and **GARTH B. SMITH** of Waterville, County of Kennebec, State of Maine, for consideration paid, grant and convey to **JOHN O'DONNELL** and **JUDITH M. O'DONNELL** of Waterville, County of Kennebec, State of Maine, and whose mailing address is 14 Collette Street, Waterville, Maine 04901, as Joint Tenants, with Warranty Covenants, the real estate described as follows:

A certain lot or parcel situate in Waterville, County of Kennebec and State of Maine, being more particularly bounded and described as follows, to wit:

SEE SCHEDULE A ATTACHED HERETO AND MADE A PART HEREOF.

Being the same premises conveyed to Percy B. Smith, Jr. and Garth B. Smith by Warranty Deed from Natalie Schlikina, f/k/a Natalie S. Smith, dated November 20, 1998, and recorded in the Kennebec County Registry of Deeds in Book 5794, Page 252.

WITNESS our hands and seals this 27th day of November, 2000.

Signed, Sealed and Delivered
in the presence of:

Paula F. Caughey

Percy B. Smith, Jr.
Percy B. Smith, Jr.

Paula F. Caughey

Garth B. Smith
Garth B. Smith

STATE OF MAINE
COUNTY OF KENNEBEC

Dated: November 27, 2000

Then personally appeared the above named Percy B. Smith, Jr. and Garth B. Smith and acknowledged the foregoing instrument to be their free act and deed.

Before me,

Paula F. Caughey
Notary Public
Print Name: _____



PAULA F. CAUGHEY
NOTARY PUBLIC, MAINE
MY COMMISSION EXPIRES NOVEMBER 27, 2004

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SCHEDULE A

Warranty Deed

Smith/O'Donnell

A certain lot or parcel of land, together with the buildings and improvements erected thereon and located at the intersection of the westerly line of proposed Lynn Street and the southerly line of Barnet Avenue, so-called, situate, lying and being in the City of Waterville, County of Kennebec and State of Maine, more particularly bounded and described as follows, to wit:

Beginning at an iron pin located in the southerly line of Barnet Avenue, which iron pin is fifteen and fifty hundredths (15.50) feet along a curve from an iron pin in the westerly line of proposed Lynn Street; thence N 78° 06' W along the southerly line of Barnet Avenue, a distance of ninety (90) feet to an iron pin; thence S 11° 56' W, a distance of one hundred forty-one and two-tenths (141.2) feet to an iron pin; thence S 77° 53' E, a distance of one hundred three and one-tenth (103.1) feet to an iron rod in the westerly line of proposed Lynn Street; thence N 10° 42' E along the westerly line of proposed Lynn Street, a distance of one hundred thirty-one and six tenths (131.6) feet to an iron pin; thence along a curve to the left, fifteen and fifty hundredths (15.50) feet to the iron pin in the southerly line of Barnet Avenue and being the point of beginning.

Meaning and intending to convey Lot No. 7 as shown on a certain Plan entitled "Subdivision of Land of Lester T. Jolovitz" and approved by the Waterville Planning Board - May 23, 1983 and recorded in the Kennebec County Registry of Deeds in File No. E-83062.

This conveyance is made subject, however, to the following restrictions which will be binding upon the said Grantees and all persons claiming or holding under said Grantees:

1. That said land shall be used only for residential purposes and not more than one residence and the outbuildings thereof, such as a garage, shall be allowed to occupy said land or any part thereof at any time, nor shall said lots be subdivided or sold or leased in parcels, nor shall any building at any time situate on said land be used for business or manufacturing purposes; that no outbuildings shall be occupied as a residence prior to the construction of the main dwelling.
2. That no house for more than one family and costing less than forty thousand dollars (\$40,000.00) shall be built on said land, and no building, including garages, shall be erected or placed on any part of said land within thirty (30) feet of said Barnet Avenue and within ten (10) feet from any boundary line.
3. That no placards or advertising signs, other than such as relate to the sale or leasing of said lots, shall be erected or maintained on said lot or any building thereon.
4. That no fences or construction of any kind, other than a dwelling shall at any time be erected in any position to interfere with the view from residences on adjoining lots.

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5. That no cows, horses, goats, swine, hens or dog kennels shall at any time be kept or maintained on said lots or in any buildings thereon.
6. The Grantees, their heirs and assigns, shall not obstruct or divert the natural flow of water across the above described parcels of land as to cause damage or nuisance to any abutting owner.
7. That if the owner of two or more contiguous lots desires to improve said lots as one lot, that insofar as such contiguous lots are concerned, the foregoing covenants or restrictions shall be construed as applying to a single lot.
8. The Grantor herein does not hold itself responsible for enforcement of the aforementioned restrictions.

Being all and the same premises acquired by Percy B. Smith, Jr. and Garth B. Smith by Warranty Deed from Natalie Schlikina, f/k/a Natalie S. Smith dated November 20, 1998 and recorded in the Kennebec County Registry of Deeds in Book 5794, Page 252.

RECEIVED KENNEBEC SS.

2000 DEC -6 AM 9:00

ATTEST: *Barbara B. Mann*
REGISTER OF DEEDS